



Bridge Inspection Agreement Work by State	Organization and Address	
	Agreement Number	Estimated Costs See Exhibit "A"
Description of Work See Exhibit "A"		

This AGREEMENT, made and entered into this _____ day of _____, _____ by and between the State of Washington, Washington State Department of Transportation, acting by and through the Secretary of the Department of Transportation, under virtue of RCW 47.28.140, and hereinafter designated as the "STATE", and the above named organization, hereinafter designated as the "AGENCY".

WHEREAS, the AGENCY has requested the STATE to perform certain work as described above, and the AGENCY does not have adequate personnel or equipment to perform the work,

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**I
GENERAL**

The STATE as agent, acting for and on behalf of the AGENCY, shall perform Bridge Inspection work as described on attachment(s). The work is to be performed on a frequency described in the State of Washington Inventory of Bridges and Structures (SWIBS). The attachment describes the initial work to be performed and includes an estimated cost of the initial work to be performed.

As the above described work is required on a routine basis, this agreement shall remain in effect until terminated in writing by either the AGENCY or the STATE. At least thirty days notice shall be given for termination.

A document describing the annual work to be performed by the STATE, and an estimated cost of the annual work, shall be furnished to the AGENCY on an annual basis.

**II
PAYMENT**

The AGENCY agrees to reimburse the STATE for Bridge Inspection work in accordance with the current Department of Transportation rate schedule for this type of work. The STATE shall furnish the AGENCY with a current rate schedule upon request.

The AGENCY agrees further that if payment for progress billings is not made to the STATE within forty-five (45) days after the AGENCY has been billed for the work, the STATE may withhold any monies which the AGENCY is entitled to receive from the Motor Vehicle Fund and apply the withheld monies to the amount billed by the STATE until satisfied.

III
LEGAL RELATIONS

The AGENCY shall indemnify and hold the STATE, its employees and officers harmless from and shall process and defend at its own expense any and all claims, damages, suits or penalties, losses, or costs of whatsoever kind or nature (hereafter, claims) arising in any way from the project, including but not limited to claims brought by any contractor or subcontractor, any governmental agency or any third party for injury, death or damage to property both real and personal. The AGENCY specifically and expressly agrees that it waives its immunity under industrial insurance (Title 51 RCW) with respect to any claims brought by the AGENCY employees

against the STATE and that such waiver was mutually negotiated by the parties. It is further understood and agreed that by this reference RCW 4.24.115 (as amended by Ch. 305, Laws of 1986) is incorporated in and made a part of this indemnity and hold harmless provision as though expressly set forth herein.

IV
RIGHT OF ENTRY

The AGENCY hereby grants and conveys to the STATE the right of entry upon all land which the AGENCY has interest, within or adjacent to the right of way of the highway or street for the purpose of accomplishing the work described as part of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

LOCAL AGENCY

By: _____
Title: _____
Date: _____

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____
Title: _____
Date: _____